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and also its exact connection with the wrongful or negligent act, it is difficult to see why the much-feared opportunity for imaginary claims should arise. The policy of the law most certainly should not be directed toward discouraging just litigation. The October number of the *LAW Q. REV.* (1919) p. 287 declares that the principal case has finally established the majority doctrine. See also 41 *AM. LAW REG. (N. S.)* 141 and 15 *HARV. L. REV.* 304. An interesting speculation is raised by considering the results had the statements made by the defendants, both in the principal case and in *Wilkinson v. Downton*, *supra*, been true. The action in both is confessedly based upon the injury and not upon the falsity of the statement. If such a doctrine is carried to its logical extremity, it is difficult to see how the same decisions could have been avoided had the statements been true. Such a result is manifestly *reductio ad absurdum*. It is submitted that the court should in some way base its decision at least in part upon the falsity.

HUSBAND AND WIFE—WIFE'S CONTRACT TO CONVEY WITHOUT WRITTEN ASSENT OF HUSBAND.—A wife, without the written consent of her husband required by statute, deeded land to a grantee, who immediately executed notes for the purchase money secured by a mortgage back on the land. After the death of her husband the wife advertised the land for sale under the mortgage but when the grantee tendered the full amount due she called off the sale and sued in ejectment for the land. *Held*, (two Justices dissenting) the grantee was entitled to a decree for specific performance, the wife's deed having been good as a contract to convey. *Sills v. Bethea*, (N. C., 1919) 100 S. E. 593.

That this deed by the wife was in no sense a conveyance of title, as it was void and as the grantee immediately gave back a mortgage on the land, can be readily seen. *Bunting v. Jones*, 78 N. C. 242; *Council v. Pridgen*, 153 N. C. 443, 69 S. E. 404. But holding the instrument to be a contract to convey, capable of specific performance, seems doubtful upon principle. The decisions of North Carolina seem to hold conclusively that any instrument executed by a married woman purporting to transfer title to her real estate, unless her husband joins or his written consent is obtained, is absolutely void. *Ball v. Pacquin*, 140 N. C. 83, 52 S. E. 410, 3 L. R. A. (N. S.) 307; *Bank v. Benbow*, (N. C.) 64 S. E. 491; *Council v. Pridgen*, *supra*. However the same court has held that the contract of a married woman, which does not purport to transfer any title to her land, is valid and an action for damages for breach thereof may be sustained against her, although such contract is not capable of specific performance, as her husband's written consent could not be compelled. *Warren v. Dail*, 170 N. C. 406; 14 *MICH. L. REV.* 423. If her instrument purporting to convey title is an absolute nullity it is hard to see how it can be ratified. Being void in its inception it is incapable of ratification. Likewise the case seems equally unjustifiable when considered in the light of the doctrine of equitable estoppel, since the defendant has not been led to act to his detriment by the fraudulent representations of the plaintiff. See *Miller-Jones Furniture Co. v. Fort Smith Ice and Coal Co.*, 66 Ark. 287, 50 S. W. 508; *Ricketts v. Scothorn*, 57 Nebr. 51, 77 N. W. 365.

73 Am. St. Rep. 401; *Richardson v. Oliver*, 105 Fed. 277, 44 C. C. A. 468, 53 L. R. A. 113; *Patello v. Lytle*, 158 N. C. 95, 73 S. E. 200. There must be reliance thereupon to one's substantial prejudice. BIGELOW, ESTOPPEL 492-502. Since a mere parol promise by the wife could not ratify (if such is possible) the deed, as such promise would be ineffective by the statute of frauds, *Price v. Hart*, 29 Mo. 171, and since there has been no formal ratification and no conduct of the plaintiff to the prejudice of the defendant, it is indeed hard to see how the case can be supported.

**INJUNCTION—ADULTERY—RELIEF.**—Defendant had debauched plaintiff's minor daughter and had induced her to leave her parental abode and live with him in a state of adultery. This state of things continuing it was *held* that equity will afford the father of the girl a remedy by injunction, and to that end restrain defendant from associating with her and from communicating with her in any manner or through the agency of any other person. *Stark v. Hamilton* (Ga., 1919), 99 S. E. 861.

While the court states that the case involves both personal and property rights (right to services of minor child), it rests its decision on a violation of the rights of personality. Says the court, "It is difficult to understand why injunctive protection of a mere property right should be placed above similar protection from the continual humiliation of the father and the reputation of the family. In some instances the former may be adequately compensated in damages, but the latter is irreparable." In view of the difficulty of making the decree effective, it might be doubted whether it was expedient to grant the relief, but all must welcome the case as another step in the progress of equity over the arbitrary limitations imposed by some of the older authorities. For a learned and exhaustive discussion of the problem, see Dean Pound's article on Equitable Relief Against Defamation and Injuries to Personality in 29 HARV. L. REV. 640.

**INSURANCE—DEATH OF CONDEMNED CRIMINAL—INCONTESTABLE POLICY.**—The insured was convicted of murder and sentenced to be hanged. He escaped and feloniously assaulted the officers who were attempting to recapture him. The officers killed him in self defense. *Held*, this was not a risk covered by the policy of life insurance, the presence of an "incontestable" clause not having been brought out at the trial. *United Order of the Golden Cross v. Overton*, (Ala., 1919) 83 So. 59.

Where the policy contains no "incontestable" clause, execution of the insured for crime avoids the insurance contract. *Amicable Society v. Bolland*, 2 Dow. & Cl. 1; *Northwestern Mutual Life Insurance Co. v. McCue*, 223 U. S. 234; *Supreme Commandery v. Ainsworth*, 71 Ala. 436. Where the policy is by its terms incontestable after a certain time except for non-payment of premiums, there is a clear split in authority. On the ground of public policy such clauses have been declared inoperative where the death results from the crime of the insured. *Burt v. Union Central Life Ins. Co.*, 187 U. S. 362, (execution for felony); *Collins v. Metro. Life Ins. Co.*, 27 Pa. Sup. Ct. 353, (same). Courts which hold *contra* also base their decis-